

**CITY OF SHORELINE
SMALL WORKS PROJECT
INVITATION TO BID**

**PROJECT TITLE: Annual Ditch Maintenance
BID 7930**

BID DUE DATE: No Later Than March 19, 2015, 2:00 pm, Pacific Local Time Exactly

I. CALL FOR BID

Notice is hereby given that sealed bids will be received by Shoreline City Clerk's Office at the Shoreline City Hall, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905. Bids are due no later than 2:00 pm EXACTLY, Pacific Local Time, according to the clock in the City Clerk's office, March 19, 2015, at which time bids will be opened and publicly read.

The City of Shoreline seeks a Contractor to furnish all labor, materials, and equipment necessary to complete the project referenced above. The work shall include, but is not limited to, furnishing all labor, equipment and materials necessary to conduct ditch maintenance for the City of Shoreline. Work shall include reviewing City maps for ditch locations throughout the City and determine the maintenance route. The contractor shall inspect for and remove necessary materials to establish proper flow. If necessary, the contractor shall establish and maintain traffic control to conduct ditch maintenance activities. If desired, the contractor may haul material to City yard to be stored on a temporary basis. The contractor shall transport ditch material to an approved disposal location.

All bidding shall be based upon compliance with the Contract Plans and Contract Provisions.

Estimated Cost:

\$15,000 annually

No site visit is planned for this project.

Duration

The time for completion for the work on site is fifteen (15) working days.

Term

The contract shall start on the actual day of contract execution and shall terminate at midnight on December 31 of the contract year. Subject to City approval, the contract may be extended for up to three (3) additional one (1) year terms. Should an extension of the contract be offered by the City, a yearly cost adjustment will cover any increase in prevailing wages as required per WAC 296-127-023. No other cost increases other than prevailing wages will be accepted. Washington State Department of Labor and Industry forms in compliance with Prevailing Wage requirements shall be submitted at the beginning of each term.

The City has the right to terminate this contract at any time with 14-day written notice to Contractor.

Bid Documents

Plans, specifications, addenda, and the bidders (plan holder) list for this project may be viewed or ordered on-line from Builder's Exchange at www.bxwa.com. To access on-line, click on "bxwa.com", "Posted Projects", "Small Public Works Roster", "City of Shoreline", and "Project Bidding". Bidders must register with Builder's Exchange to be notified of addendum and new documents on this project. The bidders list is kept and maintained by the Builder's Exchange of Washington, Inc. Registration for the bidders list can be made on-line, by phone 425-258-1303, or at Builder's Exchange, located at 2607 Wetmore Avenue, Everett, WA 98201. It is the Bidder's responsibility to check for addenda and other new documents on-line.

No bid bond is required on this project.

Proposals are to be submitted only on the forms provided in these Contract Provisions. Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed responses are not acceptable. Substitutions will not be accepted during the bid process.

All bidders must certify that they are not on the Controller General's list of ineligible contractors nor on the list of parties excluded from Federal procurement or non-procurement programs.

Bids may not be withdrawn after opening.

The City expressly reserves the right to reject any or all bids and the right to waive any informalities or irregularities and to further award the Project to the lowest, responsive, responsible bidder as it best serves the interest of the City.

The City of Shoreline, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

II. INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **Standard Specifications:** Bidding shall be in strict accordance with the 2014 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (hereafter, "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall obtain these publications at the Bidder's own expense. The Washington State Department of Transportation (WSDOT) Standard Specifications 2012 will apply to this contract. These can be found at <http://www.wsdot.wa.gov/publications/manuals/> (click on "Standard Specification").
2. **Bid Form:** No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.
3. **Interpretation of Contract Documents:** No oral interpretations will be made to any bidder as to the meaning of the bid or contract documents; and any oral communication is not binding upon the City of Shoreline. Requests for an interpretation or questions in regard to this project must be directed via email to Purchasing at purchasing@shorelinewa.gov. Questions via phone will not be accepted. Bidders shall submit questions no later than 4:00 pm Friday March 13, 2015. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. Addendums will be posted on the Builder's Exchange website. Contractors must be registered with the project on Builder's Exchange to receive notification of any addendum issues. All such addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents (such as manufacturer's instructions, reference standards, and regulatory agencies and codes), Bidders shall assume the more stringent requirements and verify with the City before beginning work.
4. **Addenda:** No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Shoreline link on the Builders Exchange website, for the issuance of

any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda.

5. **Signature:** Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.
6. **Non-Collusion:** By bid signature Contractor certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
7. **Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Contractor shall not give a gift of any kind to City employees or officials.
8. **Submission of Bids:** To receive consideration, bids must be submitted prior to the specified time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to the City of Shoreline, City Clerk's Office. Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. No oral, telephonic or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Shoreline after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under RCW 42.56.270(1)¹. This designation will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening at the time and date specified. Bid results may be viewed on-line at the City of Shoreline link on the Builder's Exchange website: www.bxwa.com and also at the City of Shoreline website <http://www.shorelinewa.gov/> - Bids & RFPs.
9. **Withdrawal of Bids:** See Specification 1-02.10.
10. **Bid Price:** The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for sixty (60) calendar days after the bid opening. For City of Shoreline correction of discrepancy in bid price, see Specification 1-03.1.
11. **Prevailing Wages:** See Specification 1-07.9(1).

The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries. Intents and Affidavits must show the locations where work is performed.

¹ RCW 42.56.270: The following financial, commercial, and proprietary information is exempt from disclosure under this chapter:

(1) Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss,

Contractor is responsible for filing forms pursuant to L&I requirements. At time of bid these requirements were known to be as follows:

Contractor shall file an Intent to Pay Prevailing Wages upon execution of the contract. An Affidavit of Wages Paid is to be filed by the Contractor at contract close out.

12. **Estimated Quantities:** See Specification 1-02.3 and 1-04.6.

13. **Examination of Site and Contract Documents:** See Specification 1-02.4

14. **Contract Bond:** See Specification 1-03.4.

15. **Indemnification/Hold Harmless:** The Contractor shall defend, indemnify and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the contract.

This Agreement is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the contract.

16. **Insurance:** See Specification 1-07.18.

17. **Taxes:** Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.

18. **Business License:** As mandated by SMC 5.05.030, if awarded the contract, the Contractor shall obtain of City of Shoreline business license prior to the execution of the contract and shall maintain the business license in good standing throughout the term of the contract.

20. **Low Responsible Bidder:**

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 4) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request for the City to

modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at the City's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

21. **Subcontractor Responsibility:** See Specification 1-08.1.
22. **Non-Responsive Bids:** See Specification 1-02.13.
23. **Bid Errors:** See Specification 1-03.1.
24. **Bid Protest:** Any bidder may file a written protest against award of the contract to the lowest bidder within two working days of bid opening. A protest submittal shall be delivered to the City of Shoreline, City Clerk, 17500 Midvale Ave N, Shoreline, WA 98133-4905, phone (206) 801-2700 with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the bidder; and 2) the bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any bidder other than the selected bidder may protest the award using the procedure outlined above within five working days of mailing the notice or two working days of actual receipt by electronic facsimile or personal delivery.

No contract shall be executed earlier than two working days (excluding holidays and weekends) from the date a written protest is received.

25. **Award of Contract:** See Specification 1-03.2, 1-03.3., 1-03.4 and 1-03.5.
26. **Notice to Proceed:** Contractor shall not commence work until a Notice to Proceed has been issued by the City. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed.
27. **Request to Subcontract Work:** The successful bidder shall complete and submit to the City a Request to Subcontract Work form 3 working days prior to a subcontractor performing the work.
28. **Payment:** The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:
 - a. Contract Number
 - b. Bid item number, bid quantity, unit, unit price and description as appropriate
 - c. Sales Tax as applicable

The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

29. **Retainage:** See Specification 1-09.9(1).

For projects with retainage requirements, the Contractor will complete and furnish to the City a Retainage Instruction form. Retained funds are held until released by the City upon compliance with all other City, State and Federal requirements. The City shall not release retainage until it has received release from the State Department of Revenue, Employment Security, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

30. **Applicable Law and Forum**: Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

Bid Submittal Checklist

☐

BID PROPOSAL SHEET (3 Pages)

☐

STATEMENT OF QUALIFICATIONS (2 Pages)

Failure to submit all of the above items will result in the bid being non-responsive.

BID PROPOSAL SHEET (Page 1 of 3)

Annual Ditch Maintenance Bid 7930

**BID DUE No Later than MARCH 19, 2015, 2:00 PM, EXACTLY,
PACIFIC LOCAL TIME**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

SCHEDULE: Work shall be completed within fifteen (15) working days after the indicated starting date appearing in an official "Notice to Proceed" issued by Shoreline.

BID AWARD: Determination of low bidder will be made on the basis of the 'Total Base Bid Price'. Partial bids will not be considered.

COMPANY NAME _____

BID PROPOSAL SHEET (Page 2 of 3)

Annual Ditch Maintenance Bid 7930

BASE BID ITEMS (SCHEDULE A)

Item No.	Item Description	Annual* Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	Ditch restoration	7000	LF		
2	Flagging	40	HR		
3	Haul and disposal of ditch material	60	YD		

TOTAL BASE BID \$ _____
(In Figures)

(Total Base Bid to be written in words)

*The annual quantities are estimated, the actual linear feet of restoration, hours of flagging and amount of material to dispose may be more or less.

COMPANY NAME _____

BID PROPOSAL SHEET (Page 3 of 3)

Project Name
Bid 7930

- ☐ This page of the bid form must be signed.
- ☐ Use ink and print legibly.
- ☐ Unit prices, when relevant, are mandatory and shall control.
- ☐ Initial and date any changes, erasures or cross-outs.
- ☐ Initial here _____ to verify your Bid considers addenda: _____ through _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

State of Incorporation or formation of business entity: _____

Location of Washington Office, if any: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

Contractor Signature: _____

Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Page 1)

Bid Number: 7930

Name of Firm:

Address:

Payment Address:

Contact Person for this Project:

Contact Telephone:

Contact Address:

State of Washington DOL Contractor's Registration Number:

State of Washington UBI Number:

State of Washington Department of Employment Security Number:

Washington State Excise Tax Registration Number:

Federal Tax ID Number:

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

Reference Checks: The City may conduct reference checks for the bidder whose bid is under consideration for award. In the event that information obtained from the reference checks reveals concern about the bidder's past performance on projects identified as meeting the bidder qualification requirements, or their ability to successfully perform the work, the City may determine that the bidder is not responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements and whose reference checks validate the ability of the bidder to successfully perform the work. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference if the bidder has performed the work, even if the bidder did not identify these sources as a reference.

List any major projects of a similar nature which have been completed by or supervised by the Contractor within the last ten years. List the gross dollar amount of each project.

PROJECT NAME	AMOUNT	OWNER	PHONE NUMBER

STATEMENT OF BIDDER'S QUALIFICATIONS (Page 2)

1. How many years as a company have you provided construction services?
Prime contractor:
Sub-contractor:
2. Do you have any outstanding payments due to the Department of Revenue?
☐ Yes ☐ No
If yes, please explain:
3. Do you have any outstanding payments due to the Department of Labor and Industries?
☐ Yes ☐ No
If yes, please explain:
4. Do you have any outstanding payments due to the Department of Employment Security?
☐ Yes ☐ No
If yes, please explain:
5. Are you listed on any debarment lists?
☐ Yes ☐ No
6. Are you on the list of parties excluded from the Federal procurement or non-procurement programs?
☐ Yes ☐ No

By the signature below, Bidder confirms that all information provided is true and correct.

Signature _____

Title: _____

Date: _____

Print Name _____

Scope of Work

The City seeks a qualified contractor to conduct ditch maintenance for the City of Shoreline. Work shall include reviewing City maps for ditch locations throughout the City and determine the maintenance route. The contractor shall inspect for and remove necessary materials to establish proper flow. If necessary, the contractor shall establish and maintain traffic control to conduct ditch maintenance activities. If desired, the contractor may haul material to City yard to be stored on a temporary basis. The contractor shall transport ditch material to an approved disposal location.

Ditching

Ditches shall be inspected and maintained for proper flow utilizing the operational best management practices established in the 2012 Department of Ecology Stormwater Management Manual for Western Washington (S416). Material will be removed to restore capacity and return ditches to design specifications. City staff will be on site for guidance and assistance.

Flagging

The contractor is responsible for traffic control and maintaining safe traffic conditions. All traffic control must comply with current MUTCD standards.

Haul/Disposal

Material may be transported to the City's Maintenance Yard for temporary storage. Ditch material stored at Hamlin will be disposed of within 15 days after completion and is the sole responsibility of the contractor.

Deliverables

Upon completion of the project, the contractor shall provide daily and total footage counts and truck slips for material disposal.

SMALL PUBLIC WORKS AGREEMENT

Single Craft/Trade \$40,000 or less – Multiple Craft/Trade \$65,000 or less, including sales tax

Contract #: 7930	
Contractor: Name: Address: Contact: Phone: Fax:	Department: Date: Department Contact: Phone: Fax:

Insurance and Indemnification: The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Shoreline shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Warranties: If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

Nondiscrimination: The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

Business License: As mandated by SMC 5.05.030, the Contractor shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of this agreement with the City.

Prevailing Wages: This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

Bonds/Retainage: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$35,000, the contractor may elect to a 50% retainage in lieu of a Contract Bond. Retainage is required.

Industrial Insurance Status: Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

Term: The contract shall start on January 1 of the calendar year or actual day of contract execution if after January 1 and shall terminate at midnight on December 31 of the contract year. Unless terminated by the City the agreement shall extend for three (3) additional one-year terms. L&I forms in compliance with Prevailing Wage requirements shall be submitted at the beginning of each term. The City has the right to terminate this contract at any time within 14-day notice to Contractor.

Payment Processing: The City shall pay the Contractor after final acceptance of each work order within 30 days of submittal of the invoice provided the City has received approved L&I forms.			
Completion Date:		Total Contract Fixed Price (Including Tax): \$ according to proposal attached as Exhibit A.	
		OR	
		Not to Exceed Total (Including Tax applying schedule of rates and charges attached as Exhibit A: \$	
Description of Work: according to proposal attached as Exhibit A.			
The contractor should send invoices to the following address:			
This order is an acceptance of your offer dated (attached) except terms that conflict with this order.			
The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.			
Contractor:		City of Shoreline Department Approval:	
_____		_____	
(Signature)	(Date)	(Signature)	(Date)
Print Name _____		Print Name _____	
Approved as to form:			
_____		_____	
Julie Ainsworth-Taylor, Assistant City Attorney		Date	